

SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS

The following paragraphs address the deployment of contractor personnel into the theater of operations in support of a contingency.

1. Introduction

In the event of a declared "contingency," as provided by law or otherwise, the Government may direct the contractor to perform in support of the declared contingency. Support may be performed in the identified contingency area of operations, also known as theater of operations, or in support of the contingency but not in the area of operations. In the event the contractor deploys individuals into the area of operations in support of a declared contingency, the following terms and conditions will apply. The terms and conditions which are applicable shall be spelled out at the time of need and so designated in the statement of work. These may be subject to negotiation.

2. Command and Control

The contractor shall ensure that all contractor employees adhere to all guidance and obey all instructions and general orders applicable to U. S. Armed Forces and Department of Defense (DOD) civilians and issued by the Theatre Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, safety, and unit cohesion.

The contractor shall comply, and shall ensure all deployed employees and agents comply, with pertinent Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer.

The contractor shall take reasonable steps to ensure the good conduct of its employees.

The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

3. Logistics Support Element

The contractor shall place all employees deploying to support this contract under administrative attachment to the designated Logistics Support Element.

The Contracting Officer Representative (COR) shall provide the contractor with all required reporting instructions and procedures.

The contractor shall comply with reporting instructions issued by the Logistics Support Element Commander.

4. Legal Assistance

The Government shall provide, while contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, legal assistance in accordance with the following conditions:

- a) The legal assistance is in accordance with applicable international agreements.
- b) The legal assistance is ministerial in nature consisting of legal review and discussion of legal documentation, legal document preparation, and assistance in retaining civilian lawyers.

5. Central Processing and Departure Point

The COR shall provide the contractor with all necessary deployment and redeployment processing information, instructions, and other guidance materials.

The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employee's place of performance to the CONUS Replacement Center (CRC) and upon redeployment from the CRC to the employee's place of performance.

The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from the CRC or deployment processing center to the theater of operations and return.

The Government shall provide (or reimburse the contractor all reasonable expenses for) messing and billeting of deploying contractor employees during processing at the designated CRC.

For any contractor employee determined by the Government at the CRC to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

6. Invitational Travel Orders

The COR shall issue Invitational Travel Orders (ITO) to the contractor for all contractor employees required to deploy into the theater of operations and to redeploy from the theater. ITOs will identify the point of debarkation, embarkation, all authorized intermediate stops, the anticipated duration of the deployment, and may identify Government facilities and privileges authorized for use by the contractor employees.

The contractor shall provide to the COR the following information for all deploying individuals: full name, social security number, home and work address and telephone number, blood type, and religious preference.

7. Standard Identification Cards

The COR shall identify to the contractor all identification cards and tags required for deployment.

The COR shall inform the contractor where the identification cards and tags are to be issued.

The COR shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

The contractor shall ensure all deploying individuals have the required identification tags and cards.

Upon redeployment, the contractor will ensure all issued identification cards and tags are returned to the Government.

8. Medical Screening/Processing

The COR shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

The Government may require medical screening at the CONUS Replacement Center to include DNA sampling and immunizations.

For any contractor determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

9. Clothing and Equipment Issue

The contractor shall ensure contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations.

The Government shall provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include canteens, Nuclear, Biological, and Chemical defensive equipment.)

The COR shall identify to the contractor the OCIE issue point and issue items.

Upon receipt of OCIE, the contractor shall assume responsibility and accountability for the issued OCIE.

The contractor or contractor employee shall sign for all issued OCIE, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued OCIE.

The contractor shall ensure all issued OCIE is returned to the Government. Upon return of OCIE to the Government, the contractor shall be responsible for requesting, maintaining, and providing to the Contracting Officer documentation demonstrating the return of issued OCIE to Government control.

The Contracting Officer may require the contractor to reimburse the Government for OCIE lost or damaged due to contractor negligence.

10. Chemical Defensive Equipment Issue and Training

The COR shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

The Government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

11. Weapons and Training

The Government may choose to issue weapons for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees.

Prior to issuing any weapons to contractor employees, the Government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

The contractor shall ensure its employees adhere to all guidance and orders issued by the Theater Commander of his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

Upon redeployment or notification by the Government, the contractor shall ensure all weapons and ammunition are returned to Government control.

12. Vehicle and Equipment Operation

The contractor shall ensure deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations.

Prior to operating any military owned or leased equipment, the contractor employee shall provide proof of license to the COR.

The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

The Contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

13. Mission Training

The COR shall identify to the contractor all required mission training and the location of the required training.

The contractor shall ensure all deploying employees receive all required mission training.

14. Passports/Visas

The contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the COR.

15. Customs Processing and Entrance and Exit Requirements

All contractor employees shall be subject to the customs processing procedures, laws and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

The Government is not responsible for payment of entry/exit duties on personal items in possession of contractor employees.

16. Living Under Field Conditions

The Government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service and other available support afforded to Government employees and military personnel in the theater of operations.

The contractor shall ensure its employees maintain a clean living area in accordance with guidance issued by the theater Commander or his/her representative.

17. Medical Care

The Government shall provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, medical care commensurate with the care provided to Department of Defense civilian and military personnel deployed in the theater of operations.

The COR shall annotate the authorization for medical and dental care on the Invitational Travel Orders.

18. Morale, Welfare, Recreation, and Support Services

The COR shall annotate authorized morale, welfare, recreation (MWR) and support services on the contractor employee's Invitational Travel Orders.

19. Status of Forces Agreement

The COR shall advise the contractor on all applicable Status of Forces Agreements (SOFA).

The contractor shall adhere to all applicable SOFAs.

20. Uniform Code of Military Justice

No special instructions necessary.

21. Captivity, Hostile Detention and Prisoner of War Status

No special instructions necessary.

22. Pay

In the event the contractor must pay additional compensation to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor shall be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.

23. Tour of Duty/Hours of Work

The COR shall provide the contractor with the anticipated duration of the deployment.

The contractor, at his/her own expense, may rotate contractor employees into and out of the theater.

The Contracting Officer shall approve all changes to personnel.

The COR shall provide the contractor with the anticipated daily or weekly work schedule.

The contractor shall comply with all duty hours and tours of duty identified by the Theater Commander or his/her designated representative.

The COR may modify the work schedule to ensure the Government's ability to continue to execute its mission.

24. On-Call Duty

The contractor shall be reasonably available to work (i.e., "on-call") during other than "regular hours" to perform high priority tasks.

The COR will identify the parameters of "reasonable availability" and all remunerations for on-call duty.

25. Workers Compensation

No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

26. Hostage Aid

No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

27. Veterans Benefits

No special instructions necessary.

28. Health and Life Insurance

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are applicable in the theater of operations.

29. Next of Kin Notification

Prior to deployment, the contractor shall ensure each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

30. Return Processing Procedure

Upon notifications of redeployment, the COR shall provide the contractor with Invitational Travel Orders authorizing travel from the theater of operations to the designated CONUS Replacement Center (CRC).

The contractor shall ensure all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control.

The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

31. Miscellaneous Topics

31-1. Designation of Contractors Management Representative

The contractor shall provide the following information, in writing, to the Contracting Officer.

- a) Name of company official responsible for contract performance in the theater of operations.
- b) Name of company official responsible for personnel supervision of the contractor's employees in the theater of operations, and

- c) Name(s) of company employees designated to deploy in support of the declared contingency.

31-2. Response Time

The contractor, upon issuance of a task order, modification, or equivalent order by the Contracting Officer or his/her designated representative, shall effect all actions necessary to ensure all required personnel and equipment are at the location(s) identified and at the times specified in the task order, modification, or equivalent order.

31-3. Required Insurance

Reference FAR clause entitled "Insurance." The contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract:

- a) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy.
- b) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all vehicles used in connection with performance of this contract. The minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage are required.

31-4. Statement of Understanding

Prior to deployment, the contractor shall inform all employees to be deployed to a theater of operations or contingency area of the contractor's responsibilities to support the Government (in accordance with the terms and conditions of the contract) and of the expected working and living conditions in the designated theater of operations.

Prior to deployment, the contractor shall obtain written statements from all individuals to be deployed indicating their understanding of the contractor's responsibilities to support the Government (in accordance with the terms and conditions of the contract) and their understanding of the expected working and living conditions in the designated theater of operations.

The contractor shall provide to the Contracting Officer, upon request, the signed statements of understanding from all deploying contractor and subcontractor employees, which demonstrate the employee's understanding of contractor responsibilities and expected living and working conditions.

31-5. Evacuation of contractor Personnel

The COR shall provide to the Contractor the applicable policies and procedures for the evacuation of contractor personnel in accordance with contingency plans.

31-6. Subcontracts

The contractor shall include the requirements of this paragraph in any subcontracts awarded in conjunction with this contract.

31-7. Additional Costs

In the event the contractor incurs additional costs to perform in a theater of operations during a contingency, the contractor may be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.